

Ordell Elizabeth Moon  
1905 Bristol St.  
Petaluma, CA 94954

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

In re  
ORDELL ELIZABETH MOON

Appellant/Debtor,

vs.

CITIBANK N.A., DEUTSCHE BANK  
NATIONAL TRUST et al.

Appellees.

Case No. 5:23-cv-04521-PCP

BK Case No. 23-10092 DM 13  
NOTICE OF MOTION AND MOTION IN  
INDIVIDUAL CASE FOR ORDER TO  
CONTINUE THE AUTOMATIC STAY  
IN BK CASE #23-10092 DM 13 AS THE  
COURT DEEMS APPROPRIATE

Date:  
Time:  
Courtroom:

\_\_\_\_\_/

TO THE HONORABLE JUDGE AND ALL PARTIES OF INTEREST:

COMES NOW the Appellant/Debtor, Ordell Elizabeth Moon, through her Authorized Representative, Don Shannon (hereinafter "**AR**"), who relies upon **Haines v. Kerner**, 1972, 404 U.S. 519 in the above-captioned matter, **to give notice** that Appellant, pursuant to **Haines v. Kerner**, hereby serves this courtesy notice and state:

1. NOTICE IS HEREBY GIVEN to (Secured Creditor/Lessor), trustee (if any), and affected creditors (Responding Parties), their attorneys (if any), and other interested parties that have appeared in the matter of Bankruptcy Case #23-10092 DM 13 that on the above date and time and in the United States District Court for the Northern District of California, pursuant to Bankruptcy Rule 8007 (b) Appellant/Debtor (hereinafter "Appellant") in the above-captioned matter will move this honorable court for an order continuing the automatic stay as to certain creditors and actions described in the motion on the grounds set forth in the attached motion.

2. This motion is being heard as soon as possible under the doctrine of imperative necessity as the court can set the hearing. If you wish to oppose this motion, you must file a written response to this motion with the court and serve a copy of it upon the Appellant's **AR** at the address set forth above no less than 14 days before the above hearing and appear at the hearing of this motion or zoom hearing if available.

3. You may be able to contact the USDC Clerk's Office or use the court's website to obtain a copy of an approved court form for use in preparing your response or you may prepare your response using the format required by FRCP Rule 10 and the Court Manual.

4. If you fail to file a written response to the motion or fail to appear at the hearing, the court may treat such failure as a waiver of your right to oppose the Motion and may grant the requested relief

Dated: October 24, 2023



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Don Shannon, Authorized  
Representative for Appellant

**MOTION FOR ORDER IMPOSING A STAY OR CONTINUING THE AUTOMATIC STAY  
AS THE COURT DEEMS APPROPRIATE**

Appellant, Ordell Elizabeth Moon, through said **AR**, who relies upon *Haines v. Kerner*, 1972, 404 U.S. 519 in the above-captioned matter, to give notice that Appellant, pursuant to *Haines v. Kerner*, moves the court for an order continuing existing stay with respect to the property located at 1905 Bristol St., Petaluma, California, APN #136-580-029.

1. Two purported creditor(s) have claimed unproven security interest in this Property and have filed such claims in the public repository of Sonoma county in apparent violation of California Corporation Code 107, Civil Code 1478, Penal Code 648 in light of Title 12 U.S.C. 411 as detailed in Appellant's Objections to Proof of Claims for each purported creditors:

1. Party: Citibank, N.A.

Attorney: Nathan F. Smith

Malcolm Cisneros, A Law Corp.  
Attn: Nathan F. Smith  
2112 Business Center Drive, 2nd Fl,  
Irvine, California 92612  
(949) 252-9400

2. Party: Deutsche Bank National Trust Company

Attorney: Fanny Zhang Wan

Robertson, Anschutz, Schneid & Crane LLP  
Attn: Fanny Zhang Wan  
350 10th Ave., Suite 1000  
San Diego, CA 92101  
(470) 321-7112

Appellant therefore moves for an order continuing the automatic stay as to all creditors.

2. **Case History:** Appellant filed a voluntary Chapter 13 petition on February 28, 2023.

a. There are no other bankruptcy cases filed by or against this Appellant pending within the past year preceding the petition date in this case.

b. As of the date of this motion the Appellant has had at least three (3) 341 Meetings of Creditors.

3. Appellant from the beginning challenged the lawfulness of purported creditors proof of claims by filing Objections to said proof of claims of said creditors which objections were both denied by the Honorable Dennis Montali, Bankruptcy Judge who subsequently issued an order dismissing case on August 9, 2023.

4. **Grounds for Continuing The Stay:**

Pursuant to the Fifth Amendment and the Fourteenth Amendment's guarantee to the full due process of law, Appellant believes the right to full disclosure of all the terms and conditions pertaining to purported creditors' claim of right to subject property particularly evidence of actual delivery of a thing of value to Appellant prior to or right after Appellant executed original loan documents has been denied to Appellant by said creditors in apparent violation of Truth In Lending Act (TILA), and Real estate Settlement Procedure Agreement (RESPA), Regulation Z - 12 CFR § 226.17(c)(1) among other laws enacted to protect the rights of the people from corporate greed, extortion and other rapacious activities.

5. The present case was filed in good faith by Appellant in pursuit of the truth surrounding the original loan of money as the issue of medium of exchange is probative and fundamental to the viability of any valid contract. Disclosure of all terms and conditions governing said contract is both reasonable and requisite pursuant to the constitutionally secured right to full due process of law, good faith and fair dealing, which are etched in the bedrock of American Jurisprudence.

6. Appellant in the August 9, 2023 hearing made an offer to settle any purported claim of any creditor. Said offer was met with silence from the Appellees' counsels as well as the court as the disinterested arbiter. However the court issued it's Order Dismissing Case on August 9, 2023 right after the hearing on the same day.

7. On August 31, 2023 Appellant initially filed a motion to continue automatic stay in bankruptcy court but on September 5, 2023 Judge Montali denied such request citing he had no jurisdiction to grant such an order in spite of Bankruptcy Rule 8007(a) which necessitated the filing of this instant motion pursuant to BK Rule 8007(b) (2)(B). A copy of the bankruptcy order denying request for stay is attached and incorporated herein as fully reproduced and as part of this motion.

**Stay is essential to the Homestead Rights of Appellant**

8. Appellant through **AR** maintains that a stay is critical to Appellant who is an American citizen, in her ninth decade of life, a mother, a wife, a grandmother, feeble,

bedridden and just hanging on for dear life. The arbitrary uprooting Appellant from her homestead will be devastating and more than likely will be fatal to her life, **AR** is afraid to say. Again, Appellant's life is in imminent danger as she is faced with the prospect of becoming homeless (due to your failure Judge to grant the automatic stay) and the stress from this pending matter is continuously causing serious harm to her health.

9. Given the silence on the part of Appellees and Counsel for Appellees to Appellant's offer to settle in a medium of exchange of like kind consistent with current federal public policy, law and the custom of merchants, Appellant in good faith did tender to said Appellees' CFOs a draft to settle any and all claims dated and received on September 14/15, 2023 as reflected in the attached copy of International Promissory Note and registered mail receipts. More than thirty (30) days have passed, and Appellees have not refused such tender. Pursuant to UCC 3-603(b) acceptance and settlement has been perfected by operation of law. A copy of said drafts and proof of delivery dates are attached herein and made a part of this motion for stay. As such, Appellant contends that each Appellees' claim of right is now settled as a matter of law and can now suffer no economic harm if the stay is granted.

10. Further if any bond is required to support the appellate process, Appellant extends this offer to cover any such bond in a medium of exchange consistent with current federal public policy, law and custom.

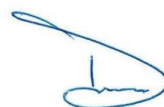
### **Conclusion**

WHEREFORE, Appellant prays that this court issues an Order that the Automatic Stay be continued in effect as to all appellees until further order of the court.

For other relief requested as the court deems just and proper.

Respectfully submitted.

Dated: October 24, 2023



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Don Shannon, Authorized Representative for  
Appellant

**DECLARATION OF APPELLANT BY AR UNDER POA**

I, Don Shannon, as the Authorized Representative (**AR**) of the Appellant under a POA. I have read the foregoing motion consisting of eight pages, and the attached materials incorporated therein by reference.

That I state on the record and for the record that Appellant is the mother-in-law of **AR**.

That Appellant is an aged woman in her ninth decade of living, she is a widow, mother, grandmother, bedridden, feeble, suffers from dementia, and needs around the clock care.

That Appellant is a victim of circumstances beyond her control or ability to alter given her age and condition.

That Appellant's homestead is all that she possesses of value.

That uprooting Appellant from her homestead will be devastating and I fear will destroy her and those that care for her.

That Appellant in good faith tendered a draft to settle Appellees' claims which were received by Appellees' CFO's on September 15, 2023 and September 14, 2023 respectively and have not been refused.

That UCC 3-603(b) provides that an instrument tendered and received by party having right to dispute upon receipt of said tender and does not refuse said tender, constitutes acceptance and settlement of the existing obligation by operation of law.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: October 24, 2023



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Don Shannon, **AR** for Appellant

## Declaration of Service

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding.

My business address is:

A true and correct copy of the foregoing document entitled:

NOTICE OF MOTION AND MOTION IN INDIVIDUAL CASE FOR ORDER IMPOSING A STAY OR CONTINUING THE AUTOMATIC STAY AS THE COURT DEEMS APPROPRIATE (with supporting declarations) will be served or was served (a) on the judge in chambers and by registered mail.

SERVED BY UNITED STATES MAIL: On \_\_\_\_\_, I served the following persons and/or entities at the last known addresses in this bankruptcy case by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows.

**1. Party: Citibank, N.A.**

**Attorney: Nathan Frederick Jones Smith**

Malcolm Cisneros, A Law Corp.  
Attn: Nathan F. Smith  
2112 Business Center Drive, 2nd Fl,  
Irvine, California 92612  
(949) 252-9400

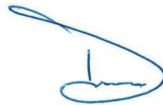
**2. Party: Deutsche Bank National Trust Company**

**Attorney: Fanny Zhang Wan**

Robertson, Anschutz, Schneid & Crane LLP  
Attn: Fanny Zhang Wan  
350 10th Ave., Suite 1000  
San Diego, CA 92101  
(470) 321-7112

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: October 24, 2023



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Don Shannon, Authorized Representative of Appellant



## International Promissory Note

### Commercial Claim: Account Number 559629087

\$300,000.00  
Principal Amount: \$300,000.00

REG. NO.: RE 947 066 931 US

TRACKING #: OEM09082023IPN

Dated: September 8, A.D. 2023  
Don Shannon, A.R. Ordell E. Moon  
c/o 80 East Napa Drive  
Petaluma, California state

Pursuant to the Home Equity Line of Credit (HELOC) of Loan Account #105072116961000 created by CITIBANK, N.A. and executed on August 25, 2005 under Account Number 559-62-9087, I, Donald Shannon authorized representative (AR) under power of attorney of the surviving priority creditor/maker hereby tender payment of the above-referenced obligation in full, as follows: This is a firm promise to pay to the order of CENLAR, FSB FEIN 21-0534340 as servicer of CITIBANK N.A. Loan # 105072116961000, the sum of Three Hundred, Thousand Dollars (\$300,000.00) in units of unspecified value "in like kind", together with interest thereon at the rate of 8% per annum on the unpaid of all outstanding claims against commercial vehicle: ORDELL ELIZABETH MOON pertaining to Loan Account #105072116961000 for settlement and closure for said claim once and for all.

Further, this instrument is Issued in Accordance with, except as voided, precluded, prohibited, or disqualified as a legal tender obligation of The United States by federal or state statute [regulation] with 31 USC § 5123, Negotiable Instruments Act 1881, current Federal Public Policy of House Joint Resolution 192, HJR-192 June 5, 1933, Public Law 73-10, Chap 48, 48 Stat 112 and successor enactments, as Federal Public Policy" which discharges all public debts without exception of credit, debt or obligation upon THE UNITED STATES, for the discharge of "every obligation", "for all debts, public charges, taxes and dues" "TO THE UNITED STATES" and/or its sub-corporate chartered entities which **are mandated to acknowledge and abide by** as remedy for equity interest recovery upon "the full faith and credit of THE UNITED STATES" for Obligation OF THE UNITED STATES and sub-corporate chartered entities to the discharge and recovery of the public debt, "dollar for dollar", to the American People as Principals, Prime-Creditors, and Holders in Equity over THE UNITED STATES as Sureties for its obligations, currency and credit. See: March 9, 1933 Congressional Record – House page 83; 12 USC § 411, 18 USC § 8, 12 USC; ch. 6, 38 Stat. 251 Sect 14(a), 31 USC § 3123 § 5103, § 5118 (d)(2), § 5312; Public Law 97-258; U.C.C Article 4 §302 and by treaty; in this case the UNITED NATIONS CONVENTION ON INTERNATIONAL BILLS OF EXCHANGE AND INTERNATIONAL PROMISSORY NOTES (UNCITRAL) and the Universal Postal Union headquartered in Bern, Switzerland, with rights protected under the equal protection under the law provision guaranteed in the 14th Amendment of the United States Constitution as they pertain to the laws of currency, consideration and tender, see the U.S. Supreme Court in *United States v. Russell* (13 Wall, 623, 627), *Pearlman v. Reliance Ins. Co.*, 371 U.S. 132, 136, 137 (1962), *The United States v. Hooe*, 3 Cranch (U.S.) 73 (1805), and in conformity with the U.S. Supreme Court in *Knox v. Lee*, 79 U.S. 287 (1870), *United States v. Wardwell*, 172 U.S. 48 (1898) and *Guaranty Trust Co. v. Henwood*, 307 U.S. 247 (1939) and, which is provided for in the present financial reorganization still in effect and ongoing since HJR-192 (1933).

I do hereby invoke the remedy provided under said current federal public policy, thus, said sum shall be due, payable, and paid As Good As Aval, For Value Received in the manner following:

On the day that the Congress of the United States once more resumes executing its duties and obligations, in pursuance of "the supreme law of the land," particularly with respect to the nation's money, by coining money of substance, and circulating it, and at the same time, the States **comply** with the constitutional prohibition against their **making any thing but gold and silver coin a tender in payment of debt**, or as soon thereafter as is practicable. Until then, the remedy provided under House Joint Resolution 192, June 5, 1933, Public Law 73-10, Chap 48, 48 Stat 112 supra, and U.C.C. § 3-603 is hereby invoked to settle, close and discharge the above numbered case/account within seven (7) calendar days of receipt of this instrument as a matter of law and custom.

Please take notice of the controlling rule of law:

Article 1, Section 8, Clause 5, of the Constitution of the United States for the united States of America, "the supreme law of the land", requires Congress to coin money of substance, or specie, spend it into circulation, and regulate its value, for the sake of permanence, and regulate the value of foreign coin, for the sake of parity of value, as an integral part of our lawful, fixed, **national standard of weights and measures**. Art. 1, Section 10, Clause 1, of the same Constitution, further prohibits the States from deviating from the National Standards by making **any thing but gold and silver coin a tender in payment of debt**.

Attested sans recours by:



Don Shannon, AR under power of attorney for Ordell E. Moon

\*For further information please contact the Secretary of Treasury, Department of Treasury in Puerto Rico as this account has been set off, settled, closed, and discharged pursuant to Public Policy supra. See appended: IRC FORM 56 – Notice Concerning Fiduciary Relationship – IRC §§ 6036 & 6903.



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Your item was delivered to the front desk, reception area, or mail room at 2:47 pm on September 15, 2023 in NEW YORK, NY 10013.

### Delivered

**Delivered, Front Desk/Reception/Mail Room**

NEW YORK, NY 10013

September 15, 2023, 2:47 pm

### Redelivery Scheduled for Next Business Day

NEW YORK, NY 10013

September 14, 2023, 6:54 pm

### Arrived at Post Office

NEW YORK, NY 10013

September 14, 2023, 2:53 pm

### Arrived at USPS Facility

NEW YORK, NY 10199

September 13, 2023, 11:20 pm

### Departed USPS Facility

JAMAICA, NY 11430

September 12, 2023, 8:40 pm

### Arrived at USPS Facility

JAMAICA, NY 11430

September 12, 2023, 6:02 pm

### Departed USPS Facility

Feedback

SAN FRANCISCO, CA 94188  
September 11, 2023, 12:57 am

**Arrived at USPS Regional Origin Facility**

SAN FRANCISCO CA DISTRIBUTION CENTER  
September 10, 2023, 4:00 am

**Departed USPS Facility**

OAKLAND, CA 94615  
September 9, 2023, 9:06 pm

**Arrived at USPS Facility**

OAKLAND, CA 94615  
September 9, 2023, 9:03 pm

**Arrived at USPS Origin Facility**

VALLEJO, CA 94590  
September 9, 2023, 1:39 pm

**USPS in possession of item**

VALLEJO, CA 94590  
September 9, 2023, 11:39 am

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## International Promissory Note

### Commercial Claim: Account Number 559629087

**\$145,000.00**  
Principal Amount: \$145,000.00

REG. NO.: RE 947 066 945 US

TRACKING #: OEM09082023IPN

Dated: September 8, A.D. 2023  
Don Shannon, A.R. Ordell E. Moon  
c/o 80 East Napa Drive  
Petaluma, California state

Pursuant to the Promissory Note of Loan Account #6009053 created by RESIDENTIAL MORTGAGE CAPITAL and executed on June 27, 2005 under Account Number 559-62-9087, I, Don Shannon authorized representative (AR) under power of attorney of the surviving priority creditor/maker hereby tender payment of the above-referenced obligation in full, as follows: This is a firm promise to pay to the order of Deutsche Bank National Trust Company dba BHH Mortgage Services FEIN 52-0551284 as servicer of Loan # 6009053, the sum of One Hundred, Forty-five Thousand Dollars (\$145,000.00) in units of unspecified value "in like kind" together with interest thereon at the rate of 8% per annum on the unpaid of all outstanding claims against commercial vehicle: ORDELL ELIZABETH MOON pertaining to Loan Account #6009053 for settlement and closure for said claim, once and for all.

Further, this instrument is Issued in Accordance [Except as voided, precluded, excluded, prohibited, or disqualified as a legal tender obligation of The United States by federal or state statute or regulation] with 31 USC § 3123, Negotiable Instruments Act 1881, current Federal Public Policy of House Joint Resolution 192 (HJR-192), June 5, 1933, Public Law 73-10, Chap 48, 48 Stat 112 and successor enactments, as Federal "Public Policy" which discharges all public debts without expansion of credit, debt or obligation upon THE UNITED STATES, for the discharge of "every obligation", "for all debts, public charges, taxes and dues" "TO THE UNITED STATES" and/or its sub-corporate chartered entities which are mandated to acknowledge and abide by as remedy for equity interest recovery upon "the full faith and credit of THE UNITED STATES" for Obligation OF THE UNITED STATES and sub-corporate chartered entities to the discharge and recovery of the public debt, "dollar for dollar", to the American People as Principals, Prime-Creditors, and Holders in Equity over THE UNITED STATES as Sureties for its obligations, currency and credit. See: March 9, 1933 Congressional Record – House page 83; 12 USC § 411, 18 USC § 8, 12 USC; ch. 6, 38 Stat. 251 Sect 14(a), 31 USC § 3123 § 5103, § 5118 (d)(2), § 5312; Public Law 97-258; U.C.C Article 4 §302 and by treaty; in this case the UNITED NATIONS CONVENTION ON INTERNATIONAL BILLS OF EXCHANGE AND INTERNATIONAL PROMISSORRY NOTES (UNCITRAL) and the Universal Postal Union headquartered in Bern, Switzerland, with rights protected under the equal protection under the law provision guaranteed in the 14th Amendment of the United States Constitution as they pertain to the laws of currency, consideration and tender, see the U.S. Supreme Court in *United States v. Russell* (13 Wall, 623, 627), *Pearlman v. Reliance Ins. Co.*, 371 U.S. 132,136,137 (1962), *The United States v. Hooe*, 3 Cranch (U.S.)73(1805), and in conformity with the U.S. Supreme Court in *Knox v. Lee*, 79 U.S. 287 (1870), *United States v. Wardwell*, 172 U.S.48 (1898) and *Guaranty Trust Co. v. Henwood*, 307 U.S. 247(1939) and, which is provided for in the present financial reorganization still in effect and ongoing since HJR-192 (1933).

I do hereby invoke the remedy provided under said current federal public policy, thus, said sum shall be due, payable, and paid As Good As Aval, For Value Received in the manner following:

On the day that the Congress of the United States once more resumes executing its duties and obligations, in pursuance of "the supreme law of the land," particularly with respect to the nation's money, by coining money of substance, and circulating it, and at the same time, the States comply with the constitutional prohibition against their making any thing but gold and silver coin a tender in payment of debt, or as soon thereafter as is practicable. Until then, the remedy provided under House Joint Resolution 192, June 5, 1933, Public Law 73-10, Chap 48, 48 Stat 112 supra, and U.C.C. § 3-603 is hereby invoked to settle, close and discharge the above numbered case/account within seven (7) calendar days of receipt of this instrument as a matter of law and custom.

Please take notice of the controlling rule of law:

Article1, Section 8, Clause 5, of the Constitution of the United States for the united States of America, "the supreme law of the land", requires Congress to coin money of substance, or specie, spend it into circulation, and regulate its value, for the sake of permanence, and regulate the value of foreign coin, for the sake of parity of value, as an integral part of our lawful, fixed, national standard of weights and measures. Art. 1, Section 10, Clause 1, of the same Constitution, further prohibits the States from deviating from the National Standards by making any thing but gold and silver coin a tender in payment of debt.

Attested sans recours by:



Don Shannon, AR under power of attorney for Ordell E. Moon

\*For further information please contact the Secretary of Treasury, Department of Treasury in Puerto Rico as this account has been set off, settled, closed, and discharged pursuant to Public Policy supra. See appended: IRC FORM 56 – Notice Concerning Fiduciary Relationship – IRC §§ 6036 & 6903.



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**Delivered to Agent**  
**Delivered to Agent for Final Delivery**  
NEW YORK, NY 10019  
September 14, 2023, 5:34 am

**Redelivery Scheduled for Next Business Day**  
NEW YORK, NY 10019  
September 13, 2023, 10:58 am

**Arrived at USPS Facility**  
NEW YORK, NY 10199  
September 13, 2023, 1:23 am

**Departed USPS Facility**  
JAMAICA, NY 11430  
September 11, 2023, 7:04 pm

**Arrived at USPS Facility**  
JAMAICA, NY 11430  
September 11, 2023, 5:14 pm

**Departed USPS Facility**  
SAN FRANCISCO, CA 94188  
September 10, 2023, 12:05 am

**In Transit to Next Facility**

Feedback

September 9, 2023

**Arrived at USPS Regional Origin Facility**  
SAN FRANCISCO CA DISTRIBUTION CENTER  
September 8, 2023, 9:42 pm

**Departed Post Office**  
NOVATO, CA 94947  
September 8, 2023, 5:52 pm

**USPS in possession of item**  
NOVATO, CA 94947  
September 8, 2023, 3:40 pm

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